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9 **UNITED STATES BANKRUPTCY COURT**

10 **FOR THE DISTRICT OF NEVADA**

11 In re: Case No.: BK-S-11-10202-MKN  
 12 BESO, LLC, Chapter 11

13 Debtor.

14 Date: September 26, 2011  
 15 Time: 1:30 p.m.

16 **OPPOSITION TO: (i) DEBTOR'S MOTION FOR ORDER (1) AUTHORIZING A  
 17 PRIVATE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND  
 18 CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER  
 19 INTERESTS; AND (2) APPROVING THE ASSET PURCHASE AGREEMENT IN  
 20 CONNECTION THEREWITH; AND (3) GRANTING RELATED RELIEF; AND (ii)  
 21 JOINDER IN THE NACHUM'S OPPOSITION TO THE DEBTOR'S SALES MOTION**

22 Anthony Vcidomine ("Vcidomine"), a minority member of Debtor and its third largest  
 23 creditor,<sup>1</sup> by and through his counsel, the law firm of Gordon Silver, hereby respectfully submits  
 24 his opposition (the "Opposition and Joinder")<sup>2</sup> to Beso, LLC's ("Debtor") *Motion for Order (1)*  
 25 *Authorizing a Private Sale of Substantially All of the Debtor's Assets Free and Clear of Any and*  
 26 *all Liens, Claims, Encumbrances, and Other Interests; and (2) Approving the Asset Purchase*  
 27 *Agreement in Connection Therewith; and (3) Granting Related Relief* (the "Sales Motion") [ECF  
 28 No. 204] and joinder in Mali Nachum and Ronen Nachum's *Opposition to Motion For an Order*  
*Authorizing and Approving the: (I) Sale of Substantially All of the Debtor's Assets Free and*

26 <sup>1</sup> Mr. Vcidomine holds an allowed unsecured claim in the amount of \$651,239. Debtor's unsecured claims exceed  
 27 \$4.8 Million in the aggregate. See ECF No. 1, at p. 18 of 47.

28 <sup>2</sup> Debtor provided Vcidomine with an extension of September 15, 2011, at noon, to file an opposition to the Sales  
 Motion.

1        *Clear of All Claims, Liens, Interest and Encumbrances, (II) Approving the Asset Purchase*  
 2        *Agreement in Connection Therewith and (III) Granting Related Relief* (the “Nachum  
 3        Opposition”) [ECF No. 229].

4        Through this Opposition and Joinder, Vici domine hereby expressly joins the Nachum  
 5        Opposition. In the interest of brevity, Vici domine additionally incorporates herein by this  
 6        reference his objections raised in his *Opposition to Debtor’s Emergency Motion for Approval of*  
 7        *Management Agreement Nunc Pro Tunc; Request for Interim Relief re Financing* [ECF No. 182]  
 8        (the “Mgmt. Opposition”)<sup>3</sup> and the supporting *Declaration of Anthony Vici domine in Support of*  
 9        *the Opposition to Debtor’s Emergency Motion for Approval of Management Agreement Nunc*  
 10        *Pro Tunc; Request for Interim Relief re Financing* [ECF No. 183] (the “Vici domine Mgmt.  
 11        Declaration”), specifically including, but not limited to his objection that approval of the  
 12        contemplated sale is not warranted under Section 363 as the contemplated sale is an  
 13        impermissible *sub rosa* plan. Further, the contemplated sale, allegedly necessitated by Braden’s<sup>4</sup>  
 14        failed management of Beso Steakhouse and Eve, is premised on egregious self-dealing that  
 15        provides a windfall to Longoria and Lowrance to the detriment of Debtor’s remaining members  
 16        and general unsecured creditors. Additionally, Debtor has failed to file with the Court the  
 17        ordered “bi-weekly reports of the funds advanced, if any, by CHLN, Inc. under the terms of the  
 18        Management Agreement,”<sup>5</sup> thereby failing to disclose the actual purchase price of the  
 19        contemplated sale to CHLN, LLC and impeding parties-in-interest from submitting meaningful  
 20        counter-proposals. Finally, were the Court to determine that a sale outside of a plan of  
 21        reorganization were proper under the facts of this case, an open auction must be conducted at  
 22        which other parties-in-interest are provided an opportunity to bid, and at which the Court  
 23        determines the highest and best offer.

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26        <sup>3</sup> All undefined, capitalized terms shall have the meanings ascribed to them in the Mgmt. Opposition.

27        <sup>4</sup> Braden’s refusal to make himself available in Nevada for deposition in conjunction with the contested sales  
 proceeding further necessitates the denial of the Sales Motion.

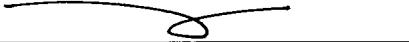
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<sup>5</sup> ECF No. 200, at p. 2.

1 WHEREFORE, ViciDomine respectfully requests that the Sales Motion be denied in its  
2 entirety. Alternatively, ViciDomine requests that the Court conduct an auction to consider higher  
3 and better offers and to select the highest and best offer presented. ViciDomine additionally  
4 seeks such further and other relief as the Court deems just and proper.

5 DATED this 15<sup>th</sup> day of September, 2011.

6 GORDON SILVER

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